

APPROVED

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of the Council of Vilnius University

INTELLECTUAL PROPERTY MANAGEMENT REGULATIONS OF VILNIUS UNIVERSITY

CHAPTER I GENERAL PROVISIONS

1. The Intellectual Property Management Regulations of Vilnius University (hereinafter the 'Regulations') regulate the rights and duties related to the results of intellectual activities created by the employees and studying persons of Vilnius University (hereinafter the 'University'), as well as persons participating in other activities of the University, and establish the procedure for the management, use, and commercialisation of these results, including related implementation.

2. The Regulations have been prepared in accordance with the Statute of Vilnius University and the laws and implementing legal acts of the Republic of Lithuania applicable to the protection of intellectual property rights.

3. The Regulations apply to employees and studying persons of the University, as well as persons participating in other activities of the University related to the creation of intellectual property. The Regulations do not regulate the procedure for granting and using the University's name and trademark.

4. The terms used in these Regulations shall be understood as defined in the Republic of Lithuania Law on Copyright and Related Rights, the Republic of Lithuania Law on Fees for the Registration of Industrial Property Objects, the Republic of Lithuania Patent Law, the Republic of Lithuania Law on Trade Marks, and other laws of the Republic of Lithuania regulating intellectual property, including implementing by-laws.

CHAPTER II INTELLECTUAL PROPERTY MANAGEMENT PRIORITIES

5. Intellectual property management at the University shall be organised and the Regulations implemented, taking into account the following priorities:

5.1. the University's educational mission and priority towards educational activities;

5.2. widest possible dissemination of the results of scientific research and experimental development (hereinafter the 'SR&ED') for the purposes of research, teaching, and greater publicity of the University;

5.3. innovation, creativity, and knowledge creation that can contribute to the promotion and development of social and economic well-being and progress;

5.4. effective and socially responsible management and use of intellectual activity results to achieve an optimal balance between social and economic benefits for the stakeholders and society, while ensuring that the interests of intellectual property creators, the University, and third parties, including the end users, and the needs of society are properly aligned.

CHAPTER III COPYRIGHT AND RELATED RIGHTS

6. Where the owner of copyright and related rights is an employee of the University, the transfer of economic rights of authors and related rights and the use thereof at the University shall be carried out in the following procedure:

6.1. Economic rights to the objects of copyright in the study process (material prepared specifically for lectures, seminars, workshops, and laboratory works; methodological tools), except

computer programmes and databases created by University employees while performing their official duties or job functions that are provided for in employment contracts, job descriptions, regulations of the unit, or other internal legal acts of the University, shall be transferred to the University for a period of five years, unless otherwise specified in an agreement.

6.2. Economic rights to computer programmes and databases created by University employees while performing their official duties or job functions that are provided for in employment contracts, job descriptions, regulations of the unit, or other internal legal acts of the University shall be transferred to the University permanently, unless otherwise specified in an agreement.

6.3. Economic rights to textbooks, literature, research (monographs, scientific articles, conference abstracts, presentations, book chapters, research data or sets thereof, and similar works) and artistic works belong to the University employees who created them, unless otherwise specified in the copyright or other agreement, or if the creation of these works was not commissioned and funded by the University.

7. Where the owner of copyright and related rights is a studying person, the transfer of economic rights of authors and related rights and the use thereof at the University shall be carried out in the following procedure:

7.1. Economic rights of authors and related rights to objects of copyright and related rights (reports, laboratory papers, term papers, research papers, final theses, papers, scientific articles, conference abstracts, research data or sets thereof, dissertations, dissertation summaries, etc.) created while performing the studying person's duties in the study process at the University as defined in the applicable legal acts, using financial support, equipment, materials, premises, or other property of the University, shall belong to the studying person and the University, unless otherwise specified in an agreement. Any publication or other use of these works for commercial purposes shall be subject to a separate agreement between the student and the University.

7.2. Economic rights to computer programmes and databases created by a studying person shall be transferred to the University permanently if they were created using the University's experience, financial support, equipment, materials, premises, or other property of the University, unless otherwise specified in an agreement.

8. Where the publishing of works created by employees and studying persons of the University that are detailed in Items 6(3) and 7(1) is financed by the University, the economic rights to these works shall be transferred to the University for a period of five years, unless otherwise agreed in an agreement. Where the publishing of works created by employees and studying persons of the University that are detailed in Items 6(3) and 7(1) is financed by the University and the economic rights of such works are shared between the author and the University, the author shall contribute to the publishing costs in proportion to the share of economic rights assigned to them, whereas other provisions related to the management of economic rights shall be defined in an agreement.

9. If the publication of a work prepared by employees and studying persons of the University and co-authors from other institutions is paid for by the University or the University and other institutions, the obligations of the University and the disposal of the intellectual property rights to the work shall be defined in an agreement.

10. Economic rights to objects of copyright and related rights that are a result of intellectual activity of employees of the University and that are not related to the performance of their official duties or employment functions under employment contracts, job descriptions, regulations of the unit, or other internal legal acts of the University, or to those that are a result of intellectual activity of studying persons of the University and that are not related to the performance of the duties of the studying person in the study process, or the use of the University's symbols, financial support, equipment, materials, premises, or other property of the University, shall belong to their creators.

11. Economic rights of employees and/or studying persons of the University to the objects of copyright and related rights may be transferred or assigned to the University by concluding a copyright agreement for the transfer of rights or a licensing agreement. Requirements for the

preparation, conclusion, registration, and storage of copyright agreements shall be established by the internal legal acts of the University. The economic rights of authors may also be transferred to the University following another procedure prescribed by law. The transfer of economic rights of authors to the University may be total or partial, reimbursable or non-reimbursable.

12. When publishing or otherwise publicising works created by employees or studying persons of the University, irrespective of who owns the economic rights to them, a note 'Vilnius University' shall be included or the author's relation to Vilnius University shall be otherwise displayed. This provision shall not apply to personal creative work which is not related to research or study activities at the University.

13. All publications and research data or sets thereof created by employees and studying persons of the University shall be stored in public and limited (internal) access internet databases managed by the University and in the repositories of the Information System of Lithuanian Science and Study Electronic Documents as provided for in the procedure established by the University. Publications of employees and/or studying persons published by other Lithuanian or foreign publishers shall be stored in an institutional repository and shall be open-access under the conditions specified in the licensing agreement concluded between the University and the author, unless otherwise provided for in the contract between the author and the publisher. The University Library shall be responsible for the registration of the objects of copyright and related rights which have been published or otherwise made publicly accessible.

14. The accounting of objects of copyright and related rights as intangible assets shall be performed by the Finance Department of the University.

15. The original copies of the objects of copyright and related rights to which the University holds the rights to (if the University possesses the original copy) shall be stored at the University's core units where they were created throughout the period for which the copyright and related rights are held by the University. Upon expiry of the University's rights to the objects of copyright, the works, if requested, shall be transferred (returned) to the authors.

16. After the expiry of the five-year term from the date of transfer of economic rights of authors to the University in accordance with Item 6(1) of the Regulations, the economic rights shall be returned to the author, unless otherwise provided for in an agreement. The University, taking into account the use of intellectual property, shall have the right to propose to the author to extend the term of granting the economic rights to the University.

17. The University shall support and promote open access to research data, scientific information and research works, insofar as it is in compliance with the laws of the Republic of Lithuania and the University's internal legal acts.

CHAPTER IV INDUSTRIAL PROPERTY RIGHTS

SECTION ONE GENERAL PART

18. Economic rights to industrial property, including know-how protected as a commercial secret or subject to any other form of protection, and related tangible property created by employees and studying persons of the University, as well as persons participating in other University activities related to the creation of intellectual property, shall belong to the University if they are created:

18.1. while performing official duties or job functions as defined in employment contracts, job descriptions, regulations of the unit, other internal legal acts of the University and/or while fulfilling lawful assignments given by the employer;

18.2. when participating in the study process defined in the study programmes and other legal acts of the University regulating the implementation of study programmes;

18.3. when using the University's experience, databases, financial support, equipment, materials, premises, or other property of the University, unless otherwise established.

19. A separate agreement with an employee and a studying person may be concluded to establish a period after which the University's economic rights to the industrial property object shall be transferred to the inventor.

20. Employees and studying persons of the University shall hold the economic rights to the industrial property objects created by them, including the rights to commercial secrets and related tangible property, unless they have been created under the circumstances referred to in Item 18.

21. In joint projects of the University with business and/or other entities (partners, commissioning persons, etc.), the rights to the created industrial property objects and the conditions of disposal of intellectual property shall be determined in advance by signing a respective agreement. Depending on financial and intellectual contribution, the following options are available for the disposal of intellectual property:

21.1. if industrial property is created using previous intellectual property, material basis, etc., owned by the University, and the intellectual and/or financial contribution of a business and/or other entity (partner, commissioning person, etc.) is insignificant, the rights to the created industrial property object shall belong to the University;

21.2. if industrial property is created as a result of applied-nature commission SR&ED works, the economic rights to the created industrial property object shall belong to the business or other entity (partner, commissioning person, etc.), and are assigned to the University only upon receipt of the prior consent from the business or other entity (partner, commissioning person, etc.);

21.3. if industrial property is created with the contribution of all partners, the economic rights to the created industrial property shall be jointly owned by the University and the business or other entity (partner, commissioning person, etc.). The rights to individual industrial property objects created as a result of joint activities of the University and a business or other entity (partner, commissioning person, etc.), but which, due to their independent nature, may be used separately, belong to the University and the business or other entity (partner, commissioning person, etc.) respectively.

SECTION TWO

EVALUATION, ACCOUNTING, PROTECTION, AND COMMERCIALISATION OF INDUSTRIAL PROPERTY

22. An employee or studying person of the University, or a person participating in other activities of the University related to the creation of intellectual property, who has created an industrial property object to which the University holds economic rights, shall immediately, in writing, notify the University's Central Administration unit responsible for the management and commercialisation of the University's industrial property (hereinafter the 'CA Unit') by completing an electronic disclosure form of the invention and delivering its signed paper copy to the CA Unit. Information on other industrial property objects (trademarks, design, topography, etc.) shall be provided to the CA Unit in writing (free form).

23. The intellectual property protection process shall be organised by the CA Unit.

24. The evaluation of the disclosed invention or other industrial property object shall be performed by the Intellectual Property Management and Investment Committee of the University (hereinafter the 'Committee'). The Committee shall provide advisory decisions on the protection and/or commercialisation potential of the disclosed invention or other industrial property and the forms of commercialisation (e.g. patenting, licensing of knowledge or technology to a business entity or entities, establishment of a University spin-off or start-up, or transfer of economic rights to the disclosed invention to the inventor(s), etc.).

25. Patent protection shall be sought by the University only in case of commercially viable inventions.

26. The University may commercialise an industrial property object by transferring or licensing the intellectual property belonging to the University for a respective fee, establishing a University start-up, or investing in a University spin-off.

CHAPTER V DISTRIBUTION OF REVENUE

27. The revenue from the commercialisation of an industrial property object, after deduction of costs incurred in relation to its commercialisation, shall be shared between the University and the inventor, who is an employee of the University, or any other person referred to in Item 3 of the Regulations.

28. After receiving revenue from the commercialisation of an industrial property object, the University shall first make respective deductions to the Innovation Fund, thus refunding the expenses actually incurred by the University's Fund in relation to the protection of the industrial property object. The remainder of the revenue shall be distributed between the inventor and the University.

29. In the case of commercialisation of an industrial property object, the University shall pay the inventor a portion of the revenue received by the University as the holder of economic rights to the industrial property object. The revenue shall be distributed between the University and the inventor(s) of the industrial property object as provided for in a respective agreement signed between the University and the inventor(s). This agreement shall be concluded no later than in six months after the issue of a registration certificate of an industrial property object or within one year of the start of use of the industrial property object. If the respective invention or design was started being used before the patent or design registration certificate was issued, and in the case of other industrial property objects or know-how, this shall be done within six months of the signing of the licensing or sale agreement. The parties shall be free to agree on the amount, payment, and calculation of remuneration in accordance with the laws of the Republic of Lithuania.

CHAPTER VI SUPERVISION AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

30. If the University holds economic rights to an intellectual property object, it shall be responsible for the supervision of these rights. The University shall be responsible for the protection of its intellectual property rights during the period when it disposes of the intellectual property rights in accordance with the procedure established by the laws of the Republic of Lithuania.

31. If the University has waived the economic rights to intellectual property objects and transferred them to the author, the author shall be responsible for the supervision and protection of the rights. The author shall be responsible for the supervision and protection of their moral rights.

32. The University and a business or other entity (partner, commissioning person, etc.) shall agree on the supervision and protection of economic rights to intellectual activity objects resulting from joint projects by concluding respective agreements.

CHAPTER VII PREVENTION, MANAGEMENT, AND RESOLUTION OF CONFLICTS OF INTEREST

33. Employees and studying persons of the University must avoid conflicts of interest both in the creation of intellectual property and in the commercialisation of industrial property.

34. Employees and studying persons of the University must ensure that the rights or legitimate interests of the University as the holder of intellectual property rights are not violated in dealing with any third parties.

35. The procedure for informing the University about a potential conflict of interest, the preventive measures of such conflicts, and ways of solving them shall be established in the internal legal acts of the University.

36. Employees and studying persons of the University must ensure that the rights and legitimate interests of third parties are not violated during the creation of intellectual property and the commercialisation of industrial property. In the event that such a violation becomes apparent, employees and studying persons of the University shall be personally liable for any resulting damage or loss suffered.

CHAPTER VIII FINAL PROVISIONS

37. The legal acts of the University implementing the Regulations shall be approved by an order of the Rector or their authorised person.
